



Special Provisions

for

**Demolition, Grading, Paving, Drainage, Aggregate Bases,
Wearing Surfaces, Permanent Traffic Safety and Guidance
Devices, Permanent Traffic Control, General Structural
Concrete, Landscaping, Temporary Traffic Control and
Water Supply Systems**

2020 22nd & River Rd Safe Project

**Milwaukie
Clackamas County, Oregon**

May 2020

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Project Number CIP-2019-A07

DESCRIPTION OF WORK

Demolition, Grading, Paving, Drainage, Aggregate Bases, Landscaping, Temporary Traffic Control and Water Systems
2020 22nd & River Rd SAFE Project
Milwaukie
Clackamas County
May 2020

TIME AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid Closing for the Work described above will be at 2:00 p.m. on the 24th day of June, 2020. Bids will be received electronically by Engineering Department at the following time and places:

Before 2:00:00 p.m. on the day of Bid Closing.

Submit completed bids via email to:

City of Milwaukie
Engineering Department
To: Tessie Prentice PrenticeT@milwaukieoregon.gov
CC: Milwaukie Engineering Engineering@milwaukieoregon.gov

The subject line of the email containing the Bid shall include the following:

CIP-2019-A07 – 2020 22nd & River Rd SAFE Project _____ Bid

Insert Bidder's Firm Name in the blank space.

The content of the email shall include ONLY the following information:

Project Number:	CIP-2019-A07
Project Name:	2020 22 nd & River Rd SAFE Project
Bid Opening Date & Time:	24 th day of June, 2020 at 2:00 PM
Bidder's Firm Name:	
Bidder's Contact Name:	
Bidder's Contact Phone:	
Bidder's Contact Email:	
Contractor's License Number:	

Bids shall be emailed to the designated location prior to the time and date for receipt as indicated in the Invitation to Bid or any revised date by addendum. Bids, Bid modifications, and Bid withdrawals will not be accepted at or after 2:00:00 p.m. on the day of Bid Closing.

In all instances where a bid, payment and/or other submitted documents are required to be submitted electronically to the Agency in response to this solicitation, the Agency is not liable for any submissions not received by the Bid Closing Time. Delays due to email, mail and/or delivery handling, including but not limited to delays within the Agency's internal distribution systems, do not excuse the Bidder's responsibility for submitting the bid, payment and/or other submitted documents to the correct location by the Bid Closing Time.

PLACE, TIME, AND DATE OF READING BIDS (BID OPENING)

Bid Opening for the Work described above will be held via online videoconference, beginning at 2:00:00 p.m. on the day of Bid Closing. Zoom webinar video conferencing will be utilized. Use the following hyperlink to access the bid opening video conference.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89796770115?pwd=d0RLZG5XM0ZER3lIN1RIWi9SVmhGQT09>

Password: 230758

Or iPhone one-tap :

US: +12532158782,,89796770115#,,1#,230758# or
+13462487799,,89796770115#,,1#,230758#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128 or +1 301 715 8592 or
+1 312 626 6799 or +1 646 558 8656

Webinar ID: 897 9677 0115

Password: 230758

International numbers available: <https://us02web.zoom.us/j/89796770115?pwd=d0RLZG5XM0ZER3lIN1RIWi9SVmhGQT09>

BID TIMELINE

The City anticipates the following general timeline for receiving and evaluating the bids and selecting a contractor for this project. This schedule is subject to change if it is in the City's best interest to do so.

- | | |
|--|-------------------------|
| • Advertise Bid | May 27, 2020 |
| • Deadline to Request Additional Information | June 19, 2020 @ 2:00 pm |
| • Last Date to issue Addenda | June 22, 2020 |
| • Bid Due | June 24, 2020 @ 2:00 pm |
| • Notice of Intent to Award | July 3, 2020 |
| • City Council Hearing | July 21, 2020 |
| • Notice of Award | July 23, 2020 |

COMPLETION TIME LIMIT

See Subsection 00180.50(h).

CLASS OF PROJECT

This is a City of Milwaukie Project. The project is not funded by federal highway funds.

CLASS OF WORK

The Class of Work for this Project is one of the following:

- 1) (EART) Earthwork and Drainage
- 2) (MHA) Misc. Highway Appurtenances

PROJECT INFORMATION

Information pertaining to this Project may be obtained from the following:

Tessie Prentice, Project Manager, 6101 SE Johnson Creek Boulevard, Milwaukie, Oregon 97206;
Email: PrenticeT@milwaukieoregon.gov . All requests for information must be in writing with reference to the Project name.

ALLOWANCES

Selected materials and equipment, and in some cases, their installation are shown and specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. At the earliest feasible date after Contract award, advise the Engineer of the date when the final selection and purchase of each product or system described by an allowance must be completed in order to avoid delay in performance of the Work. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each allowance.

Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

This project includes the following allowance:

- None

BIDDER'S CHECKLIST

22nd & River Rd Safe Project
CIP-2019-A07

In order to submit a complete bid, Bidders must submit the following documents:

- _____ Bid Form
- _____ Bid Bond
- _____ Non-Collusive Affidavit Certification
- _____ Project Certifications
- _____ First Tier Contractor Listing
- _____ Bid Schedule

All Bidders Take Notice: Failure to submit all required bid documents may result in a bid being considered non-responsive. The City of Milwaukie reserves the right to reject all non-responsive bids.

BID FORM

**22nd & River Rd Safe Project
CIP-2019-A07**

To: City of Milwaukie
Engineering Department
6101 SE Johnson Creek Blvd.
Milwaukie, OR 97206

From: _____
Bidder's Firm Name

Bidder's Address

The undersigned, hereinafter called Bidder, hereby certifies and represents that the Bidder:

- 1) has examined and is thoroughly familiar with all the Contract Documents; and
- 2) has examined and is thoroughly familiar with the site of the proposed construction; and
- 3) fully understands the manner in which payment will be made for the construction furnished; and
- 4) fully understands that the estimated quantities shown in this bid, if any, are for comparison of bids only; and
- 5) fully understands that failure to complete or respond in some way to every portion of the Bid Submission Packet will be viewed as non-compliance and disqualify Bidder.

Bidder acknowledges that addenda numbers _____ & _____ have been delivered and examined as part of the Contract Documents.

Bidder agrees that Bid Security shall form a part of this bid and has attached one of the following:

- 1) A surety bond duly completed by a guaranty company authorized to conduct business in the State of Oregon, in the amount of ten percent (10%) of the total amount of this bid.
- 2) A cashier's check, certified check, or savings and loan secured check from a bank in good standing made payable to City of Milwaukie, hereinafter called "Owner" in the amount of ten percent (10%) of the total amount of this bid.

Bidder agrees that upon award of the Contract, the Contract will be signed and delivered to Owner in the form of the Contract annexed hereto within ten (10) business days after Notice of Award, and will at the time of execution of the Contract deliver to Owner the proper certificates of insurance and Performance and Payment Bonds required by the Contract Documents.

Bidder agrees upon award of this bid and execution of the Contract for performance of the Work, to so plan and execute the Work in such a manner so that all of the Work as outlined in the Contract Documents is completed within the time specified in the project Special Provisions, after issuance of the Notice to Proceed.

Bidder understands that Owner reserves the right to reject any or all bids and to determine which bid is, in the judgment of Owner, the lowest responsive, responsible bid, and which bid, if any, should be accepted in the best interest of the City of Milwaukie.

Bidder understands that Owner reserves the right to waive any informality or technicality in any bid in the interest of the Owner.

Bidder declares that the only person(s) or party(s) interested in this bid are those named herein; that this bid is, in all respects, fair and without fraud; that it is made without collusion with any official representative of Owner; and that the bid is made without any connection or collusion with any person making another bid for the Work herein proposed.

Bidder proposes to perform all Work as stated in the Contract Documents at the prices listed in the Bid Schedule. Bidder may wish to compute quantities to verify Work necessary to complete the project as called for under these Contract Documents. The quantities provided are for the convenience of comparing bids.

Bidder agrees upon award of the Contract for the Work herein proposed and fails or refuses to execute the Contract, furnish acceptable certificates of insurance, or provide Performance and Payment Bonds within ten (10) business days of the Notice of Award of this bid, then, in that event, the Bid Security in the sum of ten percent (10%) of the total bid amount shall be retained by Owner, as liquidated damages and not as any sort of a penalty, and it is agreed that the said sum is a fair measure of the amount of damage Owner will sustain for failure to execute the Contract.

The party by whom this bid is submitted and by whom the Contract will be entered, in the event this bid is accepted.

The Bidder does hereby propose to furnish all labor, material, tools, equipment and appliances necessary to construct and complete the project. And all specified Work appurtenant thereto, and in connection with this project for the Owner within the time limit specified, and in accordance with the drawings, specifications and contract change order documents for the sums set forth in the bid schedule.

Respectfully submitted this ____ day of _____, 20__.

Submitted By: _____
(Name of bidding firm or corporation)

Street Address: _____

City, State, Zip _____

Phone: _____

Fax: _____

Email: _____

Construction Contractors Board License No.: _____

License Classification: _____

License Expiration Date: _____

Federal ID No.: _____
(Affix Corporate Seal Here)

If Bidder is:

AN INDIVIDUAL

By: _____
(Type or print name)

Authorized Signature: _____
(Handwritten signature)

Doing business as: _____

A CORPORATION

By: _____
(Corporation's Name)

(State of Incorporation)

By: _____
(Name of person Authorized to Sign)

(Handwritten signature)

Title _____
(Owner/Partner/President/Vice President)

Attest _____
(Secretary)

(Handwritten signature)

Home Office Address: _____
(If different from above)

(Affix Corporate Seal Here)

A PARTNERSHIP

By: _____
(Firm Name)

(General Partner Name)

(Handwritten signature)

Title: _____
(Owner/Partner/President/Vice President)

A JOINT VENTURE

Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture shall be in a manner indicated above. List additional company names and addresses below:

Submitted By: _____
(Name of bidding firm or corporation)

Street Address: _____

City, State, Zip _____

Phone: _____

Fax: _____

Email: _____

Construction Contractors Board License No.: _____

License Classification: _____

License Expiration Date: _____

Federal ID No.: _____

(Affix Corporate Seal Here)

BID BOND

**22nd & River Rd Safe Project
CIP-2019-A07**

KNOW ALL MEN BY THESE PRESENTS, that,

herein called the Principal, and _____
a Corporation duly organized under the Laws of the State of Oregon, having its principal place
of Business at _____

in the State of _____, and authorized to do business in the State of Oregon as
Surety, and held firmly bound unto the City of Milwaukie Engineering Department, hereinafter
called the Engineering Department, in the penal sum of

_____ Dollars (\$_____),
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly to these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith
submitting their Bid for the above noted project in the City of Milwaukie, Oregon, said Bid, by
reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said Bid submitted by the said Principal is accepted, and the Contract
be awarded to said Principal, and if the said Principal shall execute the proposed Contract as
required by the Contract Documents within the time set by said Documents, then this obligation
shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees
to pay to the Engineering Department the penal sum as liquidated damages and not as any sort
of penalty.

Signed and sealed this _____ day of _____, 20_____.

Principal

By: _____

Surety

By: _____

Attorney-in-Fact

(A Certified Copy of the Agent's Power of Attorney must be attached.)

NON-COLLUSION AFFIDAVIT CERTIFICATE

22nd & River Rd Safe Project

CIP-2019-A07

State of _____

County of _____

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership, corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a bid to Owner for consideration in the award of the Contract on the improvements described within the Contract Documents.

Firm Name

Signature of Authorized Person

Print Name & Title of Authorized Person

Sworn to before me this _____ day of _____, 20_____.

Notary Public

in and for the State of _____

residing at _____
Address

PROJECT CERTIFICATIONS

**22nd & River Rd Safe Project
CIP-2019-A07**

Prevailing Wage Certification

I hereby certify that, in accordance with the provisions of ORS 279C.838 and 279C.840, the hourly rate of wage to be paid to workmen upon public works contracts greater than \$50,000.00 shall be not less than the prevailing wage for an hour's work in the same trade or occupation in the locality where the labor is performed.

Firm Name

Signature of Authorized Person

Date

Print Name & Title of Authorized Person

Public Works Bond Certification

I hereby certify that, in accordance with the provisions of ORS 279C.830, _____ and
Firm Name

Subcontractors, upon execution of the Contract, shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of \$30,000.00, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

Signature of Authorized Person

Date

Print Name & Title of Authorized Person

Certification of Resident Bidder

I hereby certify that, under the provisions of ORS 279A.120, _____ is a
Firm Name
resident bidder of the state of _____.

Signature of Authorized Person

Date

Print Name & Title of Authorized Person

Contractor's License Certification

I hereby certify that under the provisions of ORS 701, _____ is
Firm Name
licensed with the Construction Contractors Board, license number _____.

Signature of Authorized Person

Date

Print Name & Title of Authorized Person

Certification of Non-Discrimination

I hereby certify that, in accordance with the provisions of ORS 279A.110 (4),

Firm Name

has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran as defined in ORS 408.225 owns, or an emerging small business certified under ORS 200.055.

Signature of Authorized Person

Date

Print Name & Title of Authorized Person

FIRST TIER CONTRACTOR LISTING

22nd & River Rd Safe Project
CIP-2019-A07

Submit this Completed Form to:

City of Milwaukie
Engineering Department
To: Tessie Prentice PrenticeT@milwaukieoregon.gov
CC: Milwaukie Engineering Engineering@milwaukieoregon.gov

Bid Closing:

Date: June 24, 2020
Time: 2:00 PM

This form must be submitted at the location specified in the Invitation to Bid or as revised by Addendum on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name, contact person, and address of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "None" if there are no subcontractors that need to be disclosed. (Attach additional sheets if needed.)

#	Subcontractor Name & Contact Person	Subcontractor Address	Category of Work	Dollar Amount of Work
1				
2				
3				
4				

Failure to submit this form for total project bid amounts greater than \$100,000.00 by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form Submitted By: _____
Bidder Name

Contact Name: _____ Phone No: _____

BID SCHEDULE

22nd & River Rd Safe Project
CIP-2019-A07

	SPEC		UNIT PRICE	UNIT	QTY	AMOUNT
	0200	TEMPORARY FEATURES AND APPURTENANCES				
1	0210	Mobilization		LS	1	
2	0225	Temporary Work Zone Traffic Control, Complete		LS	1	
3	0280	Erosion Control		LS	1	
	0300	ROADWORK				
4	0305	Construction Surveying		LS	1	
5	0310	Removal of Curbs		FOOT	620	
6	0310	Removal of Walks and Driveways		SQYD	176	
7	0310	Removal of Inlets		EACH	2	
8	0310	Removal of Guardrail		FOOT	164	
9	0310	Asphalt Pavement Saw Cutting		LS	1	
10	0310	Removal of Pressure Reducing Valve and Vault		EACH	1	
11	0310	Removal of Hydrants		EACH	2	
12	0310	Cap Existing Water Line		EACH	6	
13	0310	Removal of Pipes		FOOT	1818	
14	0315	Removal of Traffic Delineation Items		LS	1	
15	0330	General Excavation (Haul-off)		LS	1	
16	0331	12 Inch Subgrade Stabilization		SQYD	87	

City of Milwaukie, Oregon

	SPEC		UNIT PRICE	UNIT	QTY	AMOUNT
	0400	DRAINAGE AND SEWERS				
17	0445	12-Inch PVC Storm Sewer Pipe, 5-Ft Depth		FOOT	502	
18	0445	12-Inch PVC Storm Sewer Pipe, 10-Ft Depth		FOOT	317	
19	0470	Concrete Storm Sewer Manholes		EACH	12	
20	0470	Concrete Inlets, Type CG-2		EACH	8	
21	0470	Concrete Inlets, Type CG-3		EACH	2	
22	0470	Concrete Inlet, Type Beehive		EACH	1	
23	0490	Adjusting Boxes (GAS, WAT)		EACH	32	
24	0490	Adjusting Inlets (STM)		EACH	6	
25	0490	Minor Adjustment of Manholes (SAN, STM)		EACH	10	
26	0490	Extra for Manholes over Existing Sewers		EACH	6	
27	0495	Trench Resurfacing		SQYD	1070	
	0600	BASES				
28	0620	Cold plane Pavement Removal, 2 Inches Deep		SQYD	3721	
29	0620	Cole Plane Pavement Removal, 1 Inches Deep		SQYD	3458	
30	0620	Cold Plane Pavement Removal, 1-2 Inches Deep		SQYD	724	
31	0641	3/4"-0" Aggregate Base		LS	1	

City of Milwaukie, Oregon

	SPEC		UNIT PRICE	UNIT	QTY	AMOUNT
	0700	WEARING SURFACES				
32	0745	Level 3, 1/2" ACP Mixture		TON	1787	
33	0749	Extra for Asphalt Approaches		EACH	11	
34	0759	Concrete Curbs, Curb & Gutter		FOOT	2649	
35	0759	Concrete Curb, Standard Curb		FOOT	460	
36	0759	Concrete Curb, Retaining Wall Curb		FOOT	932	
37	0759	Concrete Curb, Thickened Curb & Gutter		FOOT	30	
38	0759	Concrete Driveways		SQFT	2750	
39	0759	Concrete Driveways Reinforced		SQFT	783	
40	0759	Concrete Walks		SQFT	13985	
41	0759	Extra for New Sidewalk Ramps		EACH	24	
42	0759	Truncated Domes on New Surfaces		EACH	24	
	0800	PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES				
43	0855	Bi-Directional Yellow Type I Markers		EACH	76	
44	0855	Mono-Directional White Type I Markers		EACH	141	
45	0855	Bi-Directional Blue Type I Markers		EACH	8	
46	0855	Bi-Directional Red/Yellow Type I Markers		EACH	24	
47	0865	Thermoplastic, Extruded or Sprayed, Surface, Non-Profiled		FOOT	10857	
48	867	Pavement Legend, Type AB: On-Street Parking		EACH	21	
49	0867	Pavement Legend, Type AB: Arrows		EACH	9	
50	0867	Pavement Legend, Type B-HS: Bicycle Lane Stencil		EACH	12	
51	0867	Pavement Legend, Type B-HS: Bike Stencil		EACH	1	
52	0867	Pavement Bar, Type B-HS (Continental Crosswalk)		SQFT	494	
53	0867	Pavement Bar, Type AB (Stop Bar)		SQFT	51	

City of Milwaukie, Oregon

	SPEC		UNIT PRICE	UNIT	QTY	AMOUNT
	0900	PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS				
54	0905	Remove Existing Signs		LS	1	
55	0905	Remove and Reinstall Existing Signs		EACH	9	
56	0930	Perforated Steel Square Tube Anchor Sign Support		EACH	35	
57	0940	Signs, Standard Sheeting, Sheet Aluminum		EACH	38	
	1000	RIGHT OF WAY DEVELOPMENT AND CONTROL				
58	1045	Raingarden		LS	1	
59	1040	1 Gallon Container - Kinnikinnick, 24-Inch On-Center Spacing		EACH	185	
60	1040	1 Gallon Container - Slough Sedge, 12-Inch On-Center Spacing		EACH	84	
61	1040	Bark Mulch, 4" Depth		SF	3237	
62	1040	Deciduous Trees, 2 Inch Caliper		EACH	4	
63	1050	Removing and Rebuilding Fence		FOOT	43	
64	1070	Single Mailbox Supports		EACH	10	
65	1070	Multiple Mailbox Supports		EACH	2	

City of Milwaukie, Oregon

	SPEC		UNIT PRICE	UNIT	QTY	AMOUNT
	1100	WATER SUPPLY SYSTEMS				
66	1140	6 Inch Connection to 6 Inch Existing Main		EACH	3	
67	1140	6 Inch Connection to 10 Inch Existing Main		EACH	2	
68	1140	8 Inch Connection to 10 Inch Existing Main		EACH	1	
69	1140	8 Inch Connection to 8 Inch Existing Main		EACH	4	
70	1140	10 Inch Connection to 8 Inch Existing Main		EACH	1	
71	1140	10 Inch Connection to 10 Inch Existing Main		EACH	3	
72	1140	6 Inch Ductile Iron Pipe with Restrained Joints and Class B Backfill		FOOT	70	
73	1140	8 Inch Ductile Iron Pipe with Restrained Joints and Class B Backfill		FOOT	127	
74	1140	10 Inch Ductile Iron Pipe with Restrained Joints and Class B Backfill		FOOT	26	
75	1140	Ductile Iron Pipe Tees, 8 x 8 Inch		EACH	2	
76	1140	Ductile Iron Pipe Bend, 6"		EACH	6	
77	1140	Ductile Iron Pipe Bend, 8"		EACH	8	
78	1140	Ductile Iron Pipe Bend, 10"		EACH	4	
79	1140	Ductile Iron Pipe Reducer, 6 x 8 Inch		EACH	1	
80	1140	Ductile Iron Pipe Reducer, 6 x 10 Inch		EACH	1	
81	1140	Ductile Iron Pipe Reducer, 8 x 10 Inch		EACH	1	
82	1150	6 Inch Gate Valve		EACH	2	
83	1150	10 Inch Gate Valve		EACH	1	
84	1140	Ductile Iron Pipe Cap, 6 Inch		EACH	5	
85	1140	Ductile Iron Pipe Cap, 8 Inch		EACH	1	
86	1150	Insertion Valve on Existing Main, 6 Inch		EACH	2	
87	1150	Insertion Valve on Existing Main, 10 Inch		EACH	1	
88	1150	8" Tapping Sleeve and 8" Valve Assembly		EACH	1	
89	1150	10" Tapping Sleeve and 6" Valve Assembly		EACH	1	
90	1150	10" Tapping Sleeve and 8" Valve Assembly		EACH	1	
91	1140	Ductile Iron Pipe Cross, 10x6 Inch		EACH	1	

City of Milwaukie, Oregon

	SPEC		UNIT PRICE	UNIT	QTY	AMOUNT
92	1140	Ductile Iron Pipe Coupling, 6 Inch		EACH	4	
93	1140	Ductile Iron Pipe Coupling, 10 Inch		EACH	2	
94	1150	8" Line Stop		EACH	1	
95	1150	Pressure Reducing Valve and Vault		EACH	1	
96	1160	Hydrant Extension		EACH	1	
97	1170	Reconnect Existing Water Services		EACH	8	

TOTAL BID (IN NUMBERS) _____

TOAL BID (IN WRITING) _____

SUPPLEMENTAL TECHNICAL INFORMATION


The following items shall not be paid for directly and are to be included in the price bid for the other items:

- All T-cuts and air hammering.
- Removal, hauling, and legal disposal of unsuitable material and/or excess excavation.
- Protection of all existing trees and shrubs, not identified for removal, from any damage.
- Safe storage and proper protection of construction materials and equipment on each construction site.

**SPECIAL PROVISIONS
FOR**

Demolition, Grading, Paving, Drainage, Aggregate Bases, Landscaping, Temporary Traffic Control and Water Systems
2020 22nd & River Rd SAFE Project
Milwaukie
Clackamas County
May 2020

PROFESSIONAL OF RECORD CERTIFICATION:

<p>Seal w/signature</p>  <p>RENEWAL DATE: 12/31/21</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for <u>demolition, grading, paving, drainage, aggregate bases, landscaping, temporary traffic control, and water systems</u>. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section(s) <u>00210, 00220, 00225, 00280, 00305, 00310, 00315, 00330, 00331, 00405, 00415, 00420, 00440, 00445, 00470, 00490, 00495, 00620, 00641, 00730, 00745, 00749, 00759, 00850, 00855, 00865, 00867, 00905, 00920, 00930, 00940, 01040, 01045, 01050, 01070, 01140, 01150, 01160, 01170, 02450, 02480</u></p>
<p>Date Signed: <u>5/21/2020</u></p>	

WORK TO BE DONE

The Work to be done under this Contract includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the Work shown on the plans and described in the specifications including, but not necessarily limited to the following:

1. Install approximately 800 lineal feet of 12-inch Storm Sewer Pipe.
2. Install approximately six (12) Storm Sewer Manholes
3. Install approximately nine (11) Storm Sewer Inlets
4. Remove by cold planning approximately 7,900 square yard of existing AC pavement.
5. Install approximately 1,780 tons of Asphalt Concrete Pavement
6. Construct approximately 4,000 lineal feet of concrete curb
7. Construct approximately 2,750 square feet of concrete driveway
8. Construct approximately 13,985 square feet of concrete walk
9. Install approximately 11,000 lineal feet of pavement markings
10. Install approximately 225 lineal feet of waterline
11. Install a pressure reducing assembly and vault on existing waterline
12. Perform additional and Incidental Work as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction," as modified by the City of Milwaukie Supplemental Standard Specifications and these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

Attention of Contractor is directed to the fact that the City of Milwaukie acting through its duly authorized officers, is the contracting party herein and the specifications referred to above shall be read accordingly. Wherever mention is made of an ODOT functional bureau or other subdivision, such as "Materials Bureau" or to an ODOT individual position or title, such as "Regional Director" within the Oregon Standard Specifications the words "City of Milwaukie Engineering Director and/or City of Milwaukie Engineering Department shall be inserted in place of said functional bureau, subdivision, position or title.

The Contractor shall obtain all materials to be incorporated into the Work from ODOT- approved sources. The Contractor shall obtain a Manufacturer's Material Certification and submit same to the Engineer for each material item as specified in Shop Drawings, Product Data, Samples and Certifications of the General Requirements, indicating that the respective item meets the applicable Oregon Standard Specification, City of Milwaukie Supplemental Standard Specifications, or Special Provisions included in this Contract.

UNDERSTANDING OF WORK

Each Bidder must become familiar with the conditions relating to the execution of the Work. It is assumed that the Bidder has properly inspected the site and become thoroughly familiar with all sections of the Contract Documents. Failure to do so will not relieve the successful Bidder of obligations to enter into a Contract and complete the Work in strict accordance with the Contract Documents. It is each Bidder's obligation to verify all information concerning site conditions to their complete satisfaction.

Information derived from inspection of topographic maps, base maps, and plans showing utility and structure location, etc. shall not in any way relieve Bidder from any risk, or from properly examining the site and making such additional investigations, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall become familiar and comply with all Federal, State, and Local laws, statutes, and ordinances relative to the execution of the Work, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, burning and non-burning practices, permits, fees, and similar subjects.

CLASS OF PROJECT

This is a City of Milwaukie Project.

PART 00100 – GENERAL CONDITIONS

Comply with Part 100 of the Oregon Standard Specifications as amended and published by the City of Milwaukie, supplemented and/or modified as follows:

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

Section 110.20 Definitions.

Add the following to this subsection:

CITY - The City of Milwaukie, Oregon and/or it's representatives.

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Section 120.00 Prequalification of Bidders.

Delete this subsection and substitute the following:

Bidders must be pre-qualified by the Oregon Department of Transportation, in the Class of Work Earthwork and Drainage, or Miscellaneous Highway Appurtenances. Bids submitted by a Bidder who is not pre-qualified at the time of Bid Opening will be rejected as non-responsive.

Section 120.01 General Bidding Requirements

Delete this subsection and substitute the following:

Bids will be submitted electronically and sent to Engineering@milwaukieoregon.gov in PDF format. If a Bid is sent electronically, the file cannot exceed 25MB. The Agency will not be responsible for the proper identification and handling of any bid not submitted in the designated manner or format to the required delivery point specified in the bidding documents. The Agency may refuse to accept or may reject any bid not properly sealed or marked.

Samples or descriptive literature may be required when it is necessary to evaluate required characteristics of an item. Samples may be returned in accordance with provisions contained in the bid documents.

As and when applicable, the Contractor shall maintain the certifications required by ORS 279A.107.

It is the bidder's responsibility to ensure that bids are received by the Agency at the required delivery point prior to the stated bid closing time regardless of the method used to submit or transmit them.

Section 120.17(c) Restrictions on Use.

Add the following to this subsection:

- All staging areas shall be approved by the City prior to mobilizing materials and equipment.
- All staging areas shall be fenced off to the satisfaction of the City.

- No storage of materials will be allowed in areas which may pose a hazard to pedestrians or which may potentially block access to the site.
- No materials are to be stored on private property without the express written consent of the property Owner.

Section 120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids.

Add the following to this subsection:

Addenda may be downloaded from the website. Bidders shall be responsible for checking the Agency website for Addenda. Bidders should check the website weekly until the week of Bid Closing and daily the week of Bid Closing. Bidders, not the Agency, shall be responsible for failure of Bidders to check and download Addenda.

Section 120.40 (a)(2) Electronic Bids:

Delete this subsection and substitute the following:

The Bidders shall not alter, in any manner, the documents within the Bid Section. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of and agreement to all certifications and statements contained in the Bid Booklet. Entries on the documents in the Bid Section shall be typed and legible in PDF format of the Electronic Bid Submission. Initials shall be discernable in the PDF format of the Electronic Bid Submission. Signature shall be by one of the following methods:

(i) Digital Signature

- A. Adobe PDF – drawn signature (See Steps to Sign a PDF at https://helpx.adobe.com/acrobat/using/signing-pdfs.html#sign_a_pdf) (NOTE: typed signatures will not be accepted);
- B. A scan of a signed paper document or a graphic image of a signature appended to a PDF document; or
- C. Alternative: No less than two (2) business days prior to Bid Closing Time, contact the Project Manager to propose the method by which the bidder will affix a verifiable electronic signature. The Project Manager will verify that the proposed method is equivalent to one of the above digital signature methods above to verify the Electronic Bid Submission is acceptable by the named Bidder.

Section 120.40 (c)(1) Paper Bid Schedule Entries:

Delete this subsection and substitute the following:

Section 120.40 (c)(1) Bid Schedule Entries:

Using figures, Bidders shall fill in all blank spaces in the Bid Schedule. For each item in the Bid Schedule, Bidders shall enter the unit price and the product of the unit price multiplied by the quantity given. The unit price shall be greater than zero, shall contain no more than two decimal places to the right of the decimal point, and shall be expressed in U.S. dollars and cents (for example, \$150.25 or \$0.37). Unit prices submitted which contain more than two decimal places, will be truncated by the Agency at the second decimal place to determine the product of the unit price and quantity. No rounding will be considered or paid. Bidders Bid shall also enter the total amount of the Bid obtained by adding amounts for all items in the Bid Schedule. Corrections or changes of item entries shall be in red, with incorrect entry lined out and correct entry entered and initialed.

Section 120.40 (e)(2) Bid Guaranty with Electronic Bids:

Delete this subsection and substitute the following:

The Bid guaranty shall be either a Surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 or security in the form of a cashier's check or certified check made payable to the Agency (see ORS 279C.365(4)).

(i) Surety Bond. If a Surety bond is submitted, Bidders shall use the Agency's standard Bid Bond form included with the Bid Booklet or an alternative Bid Bond form, including terms of the Agency's standard Bid Bond, acceptable to the Agency. Bidders shall submit in one of the following methods:

- A. Include an electronic submittal in PDF format of the bond with signatures and some form of indication that the Surety's seal is affixed, and include, either on the PDF of the bond or by separate page within the Electronic Bid Submittal, the name of the Surety, telephone number of the Surety's office to provide validation of the bond, and a bond validation number; or
- B. Alternatively, the bidder shall:
 - (1) Have previously submitted by email a proposed method to electronically verify the posting of the surety bond in the name of the Agency, and such method shall have been approved by the Agency's attorney as an alternative means to validate the issuance of the bond in the name of the Agency, that is callable by the Agency upon demand (e.g., "escrow" of the bond by the Oregon Construction Contractors Board or other entity); and
 - (2) Submit in the Electronic Bid Submittal a PDF of the bond or by separate page within the Electronic Bid Submittal, the name of the entity holding the bond and the telephone number of the entity's office to provide verification that the entity is holding the bond upon call by the Agency.

Acceptable Surety companies are limited to those authorized to do business in the State of Oregon.

Forfeiture of Bid guaranties is covered by 00130.60, and return of guaranties is covered by 00130.70.

(ii) Irrevocable Letter of Credit. If an irrevocable letter of credit is submitted, Bidders shall:

- A. Include in the Electronic Bid Submittal a PDF of the irrevocable letter of credit with signatures of the financial institution, and include, either on the PDF of the irrevocable letter of credit or by separate page within the Electronic Bid Submittal, the name of the Financial Institution, telephone number of the Financial Institution's office to provide verification of issuance of the irrevocable letter of credit, and such information to identify the irrevocable letter of credit (e.g., bank account / letter of credit number); or
- B. Alternatively, the bidder shall:
 - (1) Have previously submitted by email not less than five (5) business days prior to the Bid Closing Time to the Project Manager the proposed method to electronically verify the issuance of the irrevocable letter of credit for the benefit of the Agency, and such method shall have been approved by the Agency's attorney as an alternative means to validate the issuance of the irrevocable letter of credit in the name of the Agency, and that is callable by the Agency upon demand; and

(2) Submit in the Electronic Bid Submittal a PDF of the irrevocable letter of credit, and upon either the PDF copy of the irrevocable letter of credit or by separate page within the Electronic Bid Submittal, the name of a licensed escrow company or substitute approved by the Agency, that it is holding the irrevocable letter of credit, the telephone number of the escrow office or approved substitute to provide verification that the financial institution has issued the irrevocable letter of credit, it is being held by the escrow company or approved substitute, and is available upon call by the Agency.

(iii) Security. Either a cashier's check or certified check made payable to the Agency. If the Bid guaranty amount is submitted by check to the Agency, the Bidder:

- A. Includes within the Bid Submittal a statement that the Bid guaranty was issued to the Agency by check prior to the Bid Closing Time; and
- B. Assumes all liability for ensuring the check is received by the Agency by the Bid Closing Time. Delays due to mail and/or delivery handling, including, but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the proposal to the correct location by the proposal due date.

Section 120.45 Submittal of Bids:

Delete this subsection and replace with the following:

Bids may be submitted by email to the Agency in PDF format by the time given in the Bid Booklet. If submitted by email, the Bid file shall not exceed 25MB.

Bids received by the Agency after the time set for receiving Bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late Bids.

Section 120.60 Revision or Withdrawal of Bids:

Delete this subsection and replace with the following:

Electronic Bids - Information entered into the Bid Booklet by the Bidder may be changed after the Bid has been sent to the Agency, provided that:

- Changes are prepared according to the instructions identified in the Bid Booklet; and
- Changes are received at the same email addresses and times identified in the Bid Booklet for submitting Bids; and

The changes are submitted in writing to the email address given in the Bid booklet, signed by an individual authorized to sign the Bid. Electronic submittals received by the Agency shall constitute an original document.

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications supplemented and/or modified as follows:

Section 140.90 Final Trimming and Cleanup.

Add the following to this subsection:

- Sweep paved areas broom clean.
- Remove petrochemical spills, stains and other foreign deposits.
- Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- Remove tools, construction equipment, machinery and surplus material from the site.
- Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition free of stains, films and similar foreign surfaces.
- Avoid disturbing natural weathering of exterior surfaces.
- Restore reflective surfaces to their original condition.
- Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- Broom clean concrete floors in unoccupied spaces.
- Remove labels that are not permanent labels.
- Touch-up, repair, and restore marred exposed finishes and surfaces.
- Replace finishes that cannot be satisfactorily repaired or restored, or that show evidence of repair or restoration.
- Do not paint over the “UL” and similar labels, including mechanical and electrical nameplates.
- Wipe surfaces of mechanical and electrical equipment, elevator and similar equipment.
- Remove excess lubrication, paint, and mortar droppings and other foreign substances.

SECTION 00150 – CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

00150.15(b) Agency Responsibilities.

Delete the following bullets:

- Lay out and set construction stakes and marks to establish control for the lines, grades, Slopes, Cross Sections, and curve super-elevations for the Work;
- Provide one set of construction stakes for line and grade for each additional specified phase of the Work as follows:
 1. Streets – Top face of curb
 2. Sidewalks – None

3. Pipes – Invert elevation at centerline of pipe at changes in alignment
4. Access Ramps – None
5. Manholes/Inlets/Catch Basins – Location and one invert elevation

00150.15 (c) Contractor Responsibilities.

Add the following bullets.

- Lay out and set construction stakes and marks to establish control for the lines, grades, Slopes, Cross Sections, and curve super-elevations for the Work;
- Provide construction stakes for line and grade for each phase of the Work.

Section 150.27 Responsibilities of the Contractor.

Add the following subsection:

The Contractor shall be responsible for any process control sampling, testing, measurement, and inspection needed to ensure that the finished Work complies with specifications. When density testing is required for assurance and/or acceptance testing, the Contractor shall furnish and operate the nuclear gauge or shall retain an independent testing firm to perform the compaction testing. The testing shall be conducted under the observation of the Engineer and performed on all surfaces regardless of density requirements unless otherwise directed by the Engineer. All test results shall be provided in written report form to the Engineer.

The Contractor shall give the attention necessary to keep the Work progressing at a rate satisfactory to the Engineer. The Contractor shall provide at all times a competent superintendent for all Work on the project. The superintendent shall be readily accessible on a daily basis; have a set of plans, specifications, special provisions, and addenda; and be experienced in the type of work being performed. The superintendent shall have the authority to receive and carry out, without delay, the Engineer's instructions and orders and to make arrangements for necessary materials, equipment, and labor.

The Contractor shall allow the Engineer access at all times, during normal office hours, to books and records of the Contractor and the Contractor's subcontractors which pertain to the Contract, and furnish the Engineer facts necessary to determine actual cost of any part or all of the Work. The Engineer will consider a request for confidentiality to protect trade secrets.

If the Engineer is not provided proper facilities by the Contractor for keeping strict accounting of costs, then the Contractor agrees to waive any claim for extra compensation.

The Contractor shall identify, prior to the pre-construction meeting, the individual that will be his Project Superintendent. The Owner or Engineer reserves the right to reject the Contractor's representative based upon experience, qualifications, and past project performance. Once approved by the Owner or Engineer, this individual cannot be removed from the project without the Owner's or Engineer's approval. At any time during the performance of the Contract, the Owner or Engineer may have the Superintendent removed for any reason. Any change in the Project Superintendent by the Contractor during the project shall be approved in writing by the Owner or Engineer.

The Project Superintendent shall be on-site during all working hours, and readily contactable during off-hours for emergencies relating to this project, at the discretion of the City.

The Project Superintendent shall be responsible to check the lines and grades, and keep the Owner and Construction Observer informed as to the progress of the Work and the manner in which it is being conducted; also to insure that there is not any deviation from the plans or specifications. Failure of the Owner, Observer, or Engineer to call attention of the Contractor to

faulty work or deviations upon the plans or specifications shall not constitute acceptance of said workmanship.

The Contractor will be solely responsible for any trespass upon private property or injury thereto resulting from or in connection with his operations. He will be liable for any claims made because of his trespass or his deposit of debris of any kind on private property.

Section 150.32 Notifications Relative to Contractor's Activities.

Add the following subsection:

The Contractor shall obtain prior approval from the Engineer for the closing or partial closing of any road, street, alley or other public thoroughfare. The Contractor shall give two workdays' advance notice of such closure to all affected agencies and individuals including, but not limited to, the sheriff, police, fire, ambulance, public or private transportation services, public or private school systems, solid waste services, postal and parcel delivery services, and affected businesses and residents.

The Contractor shall notify all agencies affected by the operations so as to coordinate the Work with other agencies.

Notification shall include, but not be limited to, the time of commencement and completion of the Work, the names of streets or location of alleys to be closed, the schedule of operations, and routes of detours where possible. The Engineer shall have the right of review of such notices.

The Contractor shall be responsible for re-notifying the affected agencies when the schedule of Work is changed. Damages or claims resulting from improper or insufficient notification to the affected agencies/utilities shall be the responsibility of the Contractor.

Except as noted herein, the Contractor shall procure construction permits, bonds, and licenses as required by all approving agencies. Contractor to conform to all permit requirements, including providing a minimum of forty-eight (48) hours' notice to the City of Milwaukie prior to start of construction. The Contractor shall procure all permits, licenses, and bonds, and pay all charges and fees, and serve all necessary notices incidental to the due and lawful prosecution of the Work. The cost shall be considered incidental to all other bid items and no separate compensation shall be allowed.

Contractor to coordinate connections with the City to minimize any impacts to normal operations.

Section 150.50 (a) General.

At the end of the first paragraph, add the following:

The Contractor is responsible for verifying the location and elevation of all existing utilities. The Contractor shall pothole all utilities prior to beginning construction of improvements, and/or ordering materials. If a conflict in grade or elevation is discovered, the Contractor shall notify the City and the Engineer immediately to allow for redesign or relocation as is necessary. **Pot holing is considered an incidental item for which no additional payment will be provided.**

Section 150.50 (c) Contractor's Responsibilities.

At the end of the Article, add the following:

The Contractor is responsible to verify the location of all existing utilities prior to construction. All excavators performing work on this project must comply with all provisions of ORS. 757.541 through 757.571, including notification of all owners of underground facilities at least 48 business hours but not more than 10 business days, before commencing an excavation. Oregon Law requires compliance with rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through 925-001-0090. Copies of the rules may

be obtained by calling the Oregon Utility Notification Center. (Note: The administration telephone number for the Oregon Utility Notification is (800) 332-2344.

In the event of damage to water, gas, telephone, or any other underground utility system, the Contractor shall immediately notify the affected utility of the damage and coordinate the repair work. The Contractor shall make available to the utility company any manpower or equipment that will facilitate the repair and the continuation of the scheduled work. All cost of repairs shall be the responsibility of the Contractor.

The Contractor shall immediately repair any damages or breaks to unmarked existing water mains, water services, sewer service pipes, sanitary sewer mains, or storm drainage pipes by connecting a section of pipe with couplings across the break. Permanent repair of the damaged lines shall be with approved materials and inspected by the City prior to backfilling.

The Contractor shall cooperate with the Owner's Representative for coordination and expeditious execution of the Contractor's work in relation to the total project Work required.

Owner's Representative: Tessie Prentice, (503) 786-7600

The Contractor shall coordinate all Work with the utility companies for marking, removal, and/or relocation of utilities. Unless prior approval is obtained from the City, the Contractor is expected to maintain access to all adjoining properties at all times. When access must be temporarily interrupted, the Contractor will be responsible for providing a minimum of 72 hours' notice to affected landowner and residents.

Section 150.55 Cooperation with Other Contractors.

Add the following to this subsection:

The Contractor shall coordinate their work with all other Contractors completing work on or adjacent to the site. No extra or additional compensation or time extension will be made for the Contractor's coordination of this work.

Section 00150.58 Cooperation with the Public, Other Agencies.

Add this subsection

- (a) **General** – The Contractor shall make a reasonable effort to accommodate affected businesses, residents, motorists, and public and private entities serving the general populace, including but not limited to public and/or private transportation services, public and/or private school systems, solid waste services and postal, parcel, and newspaper delivery services.

Project sites closed to through traffic shall be reasonably accessible to affected residents and businesses during construction. Access to affected residences and businesses shall be unrestricted during off-construction hours, unless other arrangements have been approved.

- (b) **Notification** – Prior to closing or limiting access to any public thoroughfare or pedestrian access, the Contractor shall provide a minimum of fourteen (14) calendar days notification to all affected businesses, residents and industries. Notification will include direct contact with all affected properties within 100 feet of project area affected by the traffic closure through the circulation of door hangers.

Public service agencies, including but not limited to local and county law enforcement, fire and ambulance services, public and/or private transportation service, public and/or private school systems, solid waste services and postal, parcel and newspaper delivery services shall be provided notice seven (7) calendar days in advance of any traffic impacts.

Provide an additional notification of all service interruptions (water shutoffs, road closures, etc.) 24 hours in advance per city ordinance 13.04.150.

The Contractor shall provide a copy of any notification materials to the Engineer for review and comment before such notices are distributed. Notices shall contain a minimum of the following information:

- a. Date and time of commencement and completion of the work;
- b. Names of affected streets, alleys, intersections or other areas of work;
- c. Type of work that is being done;
- d. Routes of detours where possible; and
- e. Specific point person with name and direct phone number.

The Contractor shall be responsible for re-notifying affected businesses, residents and public service agencies if the schedule of work is changed. Damages or claims resulting from improper or insufficient notification shall be the sole responsibility of the Contractor. See 220.02 for further information.

- (c) **Parking** – The Contractor's bid shall include the purchase of all required City approved "No Parking" bags to modify parking space signage for use as construction worker parking (requires 48 hours' notice).

When parking is disrupted due to construction, no accommodations are necessary if only on-street parking is affected. If off-street parking is affected, alternative parking must be addressed unless it is the parking for the property where the work is performed.

Section 150.75 Protection and Maintenance of Work During Construction.

Add the following to this subsection:

The Contractor shall protect all public and private property that may be endangered by operations and take every precaution to avoid damage to such property.

The Contractor shall restore any public or private improvement, facility, or structure located within the right of way that is damaged in the execution of the Work. The Contractor shall restore such facilities to as good or better condition than that existing before the damage occurred, or make a suitable settlement with the owner of the damaged property.

The Contractor shall give at least 10 workdays' notice to occupants of buildings on property adjacent to the work to permit the occupants to remove vehicles, trailers, other possessions, and salvage or relocate plants, trees, fences, sprinkler systems, or other improvements designated for removal or that might be destroyed or damaged by work operations. Mailboxes removed during the course of construction shall be relocated as specified or directed by the Engineer and in accordance with the Postal Service requirements. Signs which must be removed in the course of construction shall be relocated or stored as directed by the Engineer. Signs damaged or lost as a result of carelessness on the part of the Contractor shall be replaced by the Contractor at no expense to the Owner.

The costs to the Contractor for protecting, repairing, removing, replacing or restoring existing improvements unless specifically provided for in the bid schedule, shall be incidental to other bid items.

The Contractor shall restore at his/her expense any public or private survey monuments damaged in the execution of the Work.

Until acceptance of the project, at all times protect from damage and preserve all materials, supplies, equipment and any description, and all work already performed, from the nature of the work the action of the elements, and damage by any person or persons, or from any other cause whatsoever.

Haul routes utilized by the Contractor to and from the job site are subject to the Owner's continuing approval. Haul routes shall be protected from damage and shall be maintained daily or more as required by the Owner.

If the Contractor fails to clean, maintain, and protect the haul routes to the satisfaction of the Owner or Engineer, the Owner may elect to repair or have cleaned unsatisfactory conditions. The cost to complete this Work will be deducted from the payments due or to become due to the Contractor.

Section 150.98 Cleanup.

Add this subsection:

As the Work progresses and immediately after completion of the Work, the Contractor shall clean up and remove all refuse and unused materials of any kind resulting from the Work. If the Contractor fails to commence the cleanup within 24 hours after directed by the Engineer, the Engineer may have the work performed by others. The cost shall be borne by the Contractor and may be deducted from payments due or to become due to the Contractor.

After the Work is completed and before final acceptance of the Work, all areas affected by the Work shall be neatly finished and all equipment, temporary structures, rubbish and waste shall be removed from the work area.

Clean up shall be done nightly before the Contractor leaves the job site such that hazards to pedestrians and vehicles are minimized. Partial clean-up shall be done by the Contractor when he feels it is necessary, or when in the opinion of the Owner or Engineer, partial clean-up should be done prior to major clean-up and final inspection.

Section 150.99 Waste Sites.

Add this subsection:

All debris resulting from construction operations, i.e. packaging, waste materials, damaged equipment, etc., shall be trucked from the site by the Contractor and disposed of at an approved off-site location which is provided by the Contractor. The Contractor shall police the hauling of debris to ensure that all spillage from haul trucks is promptly and completely removed from public and/or private rights-of-way.

All debris shall be disposed of in accordance with Federal, State and City rules and regulations. The Contractor shall operate the waste site in such a manner as to meet all safety and health requirements of State and local agencies. Sites, operations, or the result of such operations, which create a nuisance problem, or which result in damage to public or private properties will not be permitted. The Contractor shall not deposit materials on an unimproved dedicated street area without the prior written permission of the Owner.

All excavated materials will be disposed of off- site as provided by the Contractor. All costs for disposing of this excess material and maintaining the disposal site shall be incidental to other items of Work contained in the Proposal.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

Section 170.02 Permits, Licenses and Taxes.

Add the following to this subsection:

- Cost of referencing and replacing endangered survey monuments;
- Obtain all City of Milwaukie Right-of-way permits; and
- Obtain ODOT Permit to Occupy or Perform Operations Upon a State Highway
- Obtain Environmental permits, including erosion control permits.

Where permits for the use of water during construction is required, the Contractor will make all necessary arrangements with the City of Milwaukie, to obtain necessary meters and connections, and pay all other charges levied in connection with the use of the City of Milwaukie water Supply.

Section 170.03 Furnishing Right-of-way and Permits.

Delete all bullets except the first five from this subsection.

Add the following to this subsection

- The City will pay for all City of Milwaukie Permits, except for use of the City of Milwaukie water supply;

Section 170.70(a) Insurance Coverages.

Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

Employer's Liability Insurance

\$2,000,000.00 Each Occurrence
\$2,000,000.00 Disease Each Employee
\$2,000,000.00 Disease - Policy

Commercial General Liability Insurance

\$2,000,000.00 Each Occurrence Limit
\$3,000,000.00 General Aggregate
\$3,000,000.00 Products/Completed Operations Aggregate
\$3,000,000.00 Personal and Advertising Injury
\$2,000,000.00 Limited Job Site Pollution Occurrence Sub-Limit

Comprehensive Automobile Liability Insurance including coverage for all owned, hired and non-owned vehicles

\$2,000,000.00 Each Occurrence Combined Single Limit
\$3,000,000.00 Aggregate Bodily Injury & Property Damage

Or

\$2,000,000.00 Each Person Bodily Injury

\$2,000,000.00 Each Occurrence Bodily Injury

\$2,000,000.00 Each Occurrence Property Damage

\$2,000,000.00 Each Occurrence Pollution Occurrence Sub-Limit

Fire Damage (any one fire) - \$500,000.00

Medical Expense (any one person) - \$5,000.00

Section 170.75 Labor Regulations.

Add this subsection:

Any person employed on the project, by the Contractor or a subcontractor, who in the opinion of the Engineer, does not perform in a proper and skillful manner or whose conduct interferes with the progress of the Work shall, at the written request of the Engineer, be removed from the project. That employee shall not be again employed on the project without the approval of the Engineer.

The Contractor and his men shall at all times be civil and courteous around private citizens and property owners. If ever directed to leave private property by the property owner and/or his representative, the Contractor and his personnel shall do so immediately. If any property owner or his representative makes demands, the Contractor is to remain courteous and report the matter to the Owner. No foul language, obscene gestures, or rudeness directed to private citizens will be tolerated. Radios and personal stereos will not be permitted. If, in the Owner's or Engineer's opinion, the Contractor or any of his men fail to conduct themselves as stipulated or follow the direction of the Owner or Engineer, the Owner or Engineer shall bar the offending individual from the project. His order shall be final.

Section 170.82 Responsibilities for Damage to Property and Facilities.

00170.82(a) In General(a). Add the following to this subsection:

Provide temporary bridging over work to provide access to businesses along the proposed project limits. All temporary facilities shall be structurally sound and compliant with the latest edition of the Americans with Disabilities Act (ADA)

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

Section 180.31 Required Materials, Equipment, and Methods.

00180.31(a) General.

Add the following to this subsection:

The Contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the specifications. Consideration of possible substitute items is at the sole discretion of the City of Milwaukie. Whenever it is indicated in the bid proposal that a substitute or item of material or equipment may be furnished or used by Contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the bid date.

Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. The procedure for review by the Engineer will include the following and as Engineer may decide is appropriate under the circumstances. Requests for

review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the contract documents (or in the provisions of any other direct Contract with Owner for work on the project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. Engineer may require Contractor to furnish additional data about the proposed substitute. Acceptance of substitute items is the sole discretion of the Engineer and all data to be provided by Contractor in support of any proposed substitute item will be at Contractor's expense.

The procedure for submittal of any such application by Contractor and consideration by the Engineer is set forth in the following:

Section 180.40 Limitation of Operation.

Add the following to this subsection:

(c) Project Restrictions - Unless otherwise approved by the City, no construction operations shall be performed within 1,000 feet of any occupied dwelling on legal holidays. No construction, materials delivery, layout activity, equipment maintenance, or startup or movement of machinery shall occur on Monday through Friday between 9:00 p.m. and 7:00 a.m. and on weekends between 5:00 p.m. and 8:00 a.m. unless otherwise approved by the City. All Night-time work is subject to City of Milwaukie noise ordinance limitations unless contractor obtains a variance in accordance with MMC 8.08

In addition to the requirements set forth in Specification 170.65, Contractor shall notify the City Engineer of any overtime operations as soon as possible. Normal working hours shall be defined as the period of time between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays. The City of Milwaukie also recognizes the following additional holidays:

- Martin Luther King Day – Third Monday in January
- Presidents Day – Third Monday in February
- Veterans Day – November 11
- Day after Thanksgiving – Fourth Friday in November
- Christmas Eve – The afternoon when Christmas falls on a Tuesday through Friday

For overtime work requested by the Contractor, the Contractor shall pay the applicable wage rate for the City Engineer's Inspector, engineering and operations personnel, and other staff required at the project during the overtime hours.

Toilet accommodations shall be provided and maintained for the use of the employees on the job site. The accommodations shall be in approved locations, properly screened from public observance and shall be maintained in a strictly sanitary manner. The Contractor shall obey and enforce all other sanitary regulations and orders and shall take precautions against infectious diseases. The Contractor shall maintain at all times, satisfactory sanitary conditions around all tool and supply houses and on all other parts of the Work in accordance with OSHA requirements.

00180.41 Project Work Schedules.

After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type "A" schedule as detailed in the Standard Specifications is required on this Contract.

00180.41 Project Work Schedules.

Add the following to this subsection:

The Contract schedule should include provisions for progress meetings held as necessary during the course of the project. Upon 48 hours' notice (2 working days) the Engineer may call a progress meeting with the contractor.

Section 180.42 Preconstruction Conference.

Add the following to this subsection:

A preconstruction conference and organizational meeting will be held at the City of Milwaukie Community Development Building prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.

Attendees should include authorized representatives of the Owner, the Engineer, consultants, the Contractor and Contractor's Superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference. All participants at the conference shall be familiar with the project and authorized to conclude matters relating to the Work.

Agenda: Discuss items of significance that could affect progress including such topics as:

- Tentative construction schedule
- Critical Work sequencing
- Designation of responsible personnel
- Procedures for processing field decisions and Change Orders
- Procedures for processing Applications for Payment
- Distribution of Contract Documents
- Submittal of Shop Drawings, Product Data and Samples
- Use of the premises
- Office, Work, and storage areas
- Equipment deliveries and priorities
- Safety procedures
- Security
- Housekeeping
- Working hours
- Subcontractors

Section 180.50 Contract Time to Complete Work.

Add the following subsection:

00180.50(h) Contract Time.

There is one Contract Time on this Project as follows:

The Contractor shall complete all Work to be done under the Contract before the elapse of 180 Calendar Days from the date of mobilization, or not later than October 15, 2021, whichever occurs first.

00180.85 Failure to Complete on Time; Liquidated Damages.

Add the following subsection:

180.85(b)(1) Single Contract Time - The liquidated damages per Calendar Day* for failure to complete the Work on time as required by 00180.50(h) when a single Contract Time is listed under 00180.50(h) will be established using the following formula:

The Liquidated Damages per Calendar Day* are 21.2 percent of C divided by T as defined in this Section.

C = The Contractor's Bid amount for the Contract.

T = The total Calendar Days between the latest completion date or time listed under 00180.50(h) in the Solicitation Documents and the Bid Opening that will result in the greatest value for T.

*Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

SECTION 00195 – PAYMENT FOR EXTRA WORK

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

Section 195.90 Final Payment.

Add the following subsection:

(d) No waiver of rights - Neither the inspection by the Owner, through the Engineer or any of his employees, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Owner, or any right to damages herein provided; nor shall any waiver of any breach in this Contract be held to be a waiver of any other subsequent breach.

PART 00200 THRU 03000 - TECHNICAL SPECIFICATIONS

Comply with 2018 Oregon Standard Specifications supplemented and/or modified as follows:

SECTION 00210 – MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications supplemented and/or modified as follows:

Section 00220.02 Public Safety and Convenience.

Replace the last bulleted item with the following item:

- Allow emergency vehicles and incident response units immediate passage at all times.

Add the following bulleted items to the end of this subsection:

- Provide written notice to all adjacent properties in accordance with Section 00150.58 of the Contract Specifications.
- Maintain a minimum of one-way, flagged traffic during allowable hours specified in Section 00220.40(e).
- Do not stop or hold vehicles on any public street for more than 15 minutes.
- During flagging operations, when practical, flaggers shall notify the first stopped vehicle in the queue of an approximate length of delay.
- Maintain and coordinate access to all affected properties. Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working hours.
- Provide and maintain access to garbage containers and garbage pick-up or other regularly scheduled deliveries. Coordinate with school district to minimize impacts and delays for any school bus routes.
- Notify all emergency services of all changes to the traffic control plan prior to completing the change.
- Notify TriMet of all changes to the traffic control plan prior to completing the change.
- When an abrupt edge is created by excavation, protect traffic using the “EXCAVATION ABRUPT EDGE DETAIL” and the “TYPICAL ABRUPT EDGE SIGNING DETAIL” configurations shown on Standard Drawings TM800.
- Do not allow vertical differences in pavement height created by paving or removal to exceed 3 inches. Provide tapered asphalt pavement wedges across all pavement joints exposed to traffic according to 00620.40(d)
- Inform and contact all affected residents and businesses with special written notices approved by the Engineer, within the project area 48 hours before each of the following work activities: utility trenching, dig outs, and before top lift asphalt concrete paving.

Section 00220.40(e) Lane Restrictions.

Replace this section with the following:

Do not close any traffic lanes and remove all barricades and objects from the traveled way during the following periods:

(1) **Weekdays:**

- Between 6:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m. Monday through Thursday.
- Between 6:00 a.m. and 9:00 a.m. Friday morning.

(2) **Weekends** - Between noon on Friday and sunrise on Sunday.

Sunrise and sunset hours for Milwaukie for the applicable month(s) shall be determined from the following website:

<http://sunrisesunset.com/USA/Oregon.asp>

(3) **Holidays** –Between noon on the day preceding a legal holiday or holiday weekend and midnight on a legal holiday or the last day of the holiday weekend, except Thanksgiving, when no lanes may be closed between noon on Wednesday and midnight on the following Sunday.

For the purposes of this Section, legal holidays are as follows:

- New Year's Day on January 1
- Memorial Day on the last Monday in May
- Independence Day on July 4
- Labor Day on the first Monday in September
- Thanksgiving Day on the fourth Thursday in November
- Christmas Day on December 25

When a holiday falls on Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

(4) **Special Events** – Between noon on the day preceding and midnight on the final day of the special event.

For the purposes of this Section, special events are as follows:

- None

All pedestrian ways will be open, traffic lanes will be unobstructed, and parking will be available to the maximum extent possible. Temporary Protection and Direction of Traffic (TP&DT) measures will be placed as necessary for the safe movement of pedestrians, bicycles, and motor vehicles through the construction site.

SECTION 00225 – WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications supplemented and/or modified as follows:

Section 225.05 Traffic Control Plan.

Replace the first sentence of the first paragraph with the following: No Agency TCP is developed for this project. Contractor shall develop and submit a TCP per section (b) of this sub section.

Section 225.80 Measurement.

Work covered under this Section will be measured by Method “B” – Lump Sum Basis – Under this method, no measurement of quantities will be made.

Section 225.90 Payment.

Quantities of Work performed under this Section will be paid for at the Contract unit price for “Temporary Work Zone Traffic Control, Complete”.

SECTION 00280 – EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications supplemented and/or modified as follows:

00280.80 Measurement.

Quantities of Work performed under this Section will be measured by (a) Lump Sum Basis – No measurement of quantities will be made for lump sum items.

00280.90 Payment.

Quantities of Work performed under this Section will be paid for at the Contract unit price for “Erosion Control.”

SECTION 00305 – CONSTRUCTION SURVEY WORK

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision

DESCRIPTION

00305.00 Scope.

Provide construction survey Work according to the current edition on the date of Advertisement, of the ODOT “Construction Survey Manual for Contractors.” This manual is available at:

https://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf

00305.10 General.

Replace Section 1.5, Agency Responsibilities, of the ODOT “Construction Survey Manual for Contractors” with the following:

- Perform a Pre-Construction Survey in accordance with Chapter 7 of this manual if determined necessary by Agency.
- Provide copies of plans and specifications.
- Establish initial horizontal and vertical control stations in the proximity of the Project.
- Provide horizontal and vertical alignment data.

The contractor is responsible for all Agency Responsibilities identified in 00150.15(b) and all other work necessary to execute Construction Survey Work as identified in the Construction Surveying Manual for Contractors and otherwise specified in 00150.15.

00305.20 Electronic Data.

Delete chapter 2 of the ODOT “Construction Survey Manual for Contractors” and substitute the following:

- (a) General – The Engineer will not be responsible for any data translations. Compressed data provided by the Engineer or the Contractor and the method of exchange of electronic data will be mutually agreed to at the pre-survey conference.
- (b) Data Formats Provided by the Engineer
 - (1) CAD (Graphics) Files – AutoCAD (.DWG) format
- (c) Data Formats Provided by the Contractor
 - (1) CAD (Graphics) Files – AutoCAD (.DWG) format
 - (2) “AS Staked” Coordinate Data – ASCII Coordinate File Format
 - (3) Confidence Points – ASCII Coordinate File Format
 - (4) Vertical Control Point Elevations – ASCII Coordinate File Format
 - (5) Coordinates of Miscellaneous Survey Points Set – ASCII Coordinate File Format
- (d) Data Format Details – Data exchanged between the Engineer and the Contractor will be in the following formats as referred to in this section.
 - (1) ASCII Coordinate File Format:
 - Point ID, Northing, Easting, Elevation, Description
 - Point IDs are alphanumeric up to eight characters long.
 - Coordinates/Elevations are decimal numbers in Oregon State Plane International feet per the Milwaukie GIS system requirements.
 - Descriptions names are alphanumeric up to 27 characters long.
 - Columns are separated by commas
 - Name all ASCII coordinate files with an extension of .ASC
- (e) All files will be in accordance with the City of Milwaukie Coordinate and Elevation Datum.

MEASUREMENT

00305.80 Measurement.

No measurement of quantities will be made for construction survey work.

PAYMENT

00305.90 Payment.

The accepted quantities of construction survey work will be paid for at the contract lump sum amount for the item “Construction Survey Work”.

Payment will be payment in full for furnishing all material, equipment, labor and incidentals necessary to complete the Work specified

No separate or additional payment will be made for all temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing survey documents, including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

Progress payments will not be in excess of the reasonable value of surveying work estimated by the Engineer.

Cost incurred caused by surveyor errors will be at the Contractor's expense. These costs include price adjustments for failure to meet requirements of the "Construction Surveying Manual for Contractors," repair or removal, and replacements of deficient product and over-run of material. The Engineer may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications supplemented and/or modified as follows:

00310.41 Removal Work(d) Materials Within Construction Areas.

Add the following item:

- (4) Cap Existing Water Line** – Remove waterlines not to remain, provide mechanical line cap, disinfect per applicable regulations and install cap with thrust restraint and thrust blocks as required.

00310.80 Measurement

Replace the bullet point paragraph that begins with "Length and Area" with the following:

Length and Area – The length or area of the Structure or item actually removed will be measured along the line and grade of the Structure or item for each continuous Structure or item removed. Measurement will be on the length or area basis, limited to the Neat Lines shown or directed. No measurement will be made for asphalt Pavement cutting.

00310.92 Payment.

Remove the following pay items:

- (g) Asphalt pavement saw cutting.....Foot

Add the following pay items:

- (g) Asphalt Pavement Saw Cutting.....Lump Sum
- (h) Removal of Guardrail.....Foot
- (i) removal of Pressure Reducing Valve and Vault.....Each
- (j) Removal of Hydrants.....Each
- (k) Cap existing Water Line.....Each

SECTION 00315 – REMOVAL OF TRAFFIC DELINEATION ITEMS

Section 00315, which is not a Standard Specification, is included for this Project by Special Provision.

DESCRIPTION

00315.00 Scope.

This Work consists of removing pavement markings in areas that will not receive new asphalt pavement.

00315.10 Construction.

Remove traffic delineation items and accessories per section 00225.43. Remove existing pavement markers per section 00225.43(e)(4). Remove pavement markings per section 00225.43(i).

MEASUREMENT

00315.80 Measurement.

No measurement of quantities will be made for removal of traffic delineation items.

PAYMENT

00315.90 Payment.

The accepted quantities of pavement marking removal paid for at the contract lump sum amount for the item "Removal of traffic delineation items."

Removal of Traffic Delineation Items in areas that will receive new asphalt pavement is considered incidental to the Work.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications supplemented and/or modified as follows:

00330.41(a)(7) Abandoned Pipes and Miscellaneous Matter.

Add the following paragraph:

All pipe identified in the construction documents for removal to be removed and disposed of. Place a watertight plug in the connecting structure identified to remain. Shape and finish the affected area with grout so no evidence of their existence is apparent upon completion of the Work.

00330.92 Kinds of Incidental Earthwork.

Add the following bullet to the end of the bullet list:

- Earthwork required for driveways and road approaches.
- Asphalt removal
- Hauling and disposal of excess materials.

00330.80 Measurement

Replace this section with the following:

No measurement will be made for earthwork.

00330.93 Excavation Basis Payment

Replace pay item (d) with the following:

(d) General Excavation.....Lump Sum

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications supplemented and/or modified as follows:

00405.12 Bedding.

Replace the bullet that begins "3/8" - 0 PCC Fine Aggregate..." with the following bullet:

- 3/8" - 0 PCC fine Aggregate conforming to 02690.30(g).

00405.46(c)(2) Class A, B, C, or D Backfill.

Replace the paragraph that begins "Compact the top 3 feet..." with the following paragraph:

Compact each layer of trench backfill material within the Roadway and Shoulders, and within a 2V:1H Slope line projected from each Subgrade Shoulder, to not less than 95 percent of maximum density. Compact all other trench backfill material to not less than 90 percent of maximum density.

SECTION 00415 - VIDEO PIPE INSPECTION

Replace Section 00415 of the Standard Specifications with the following Section 00415:

Description

00415.00 Scope.

This Work consists of inspecting pipes by video accompanied by a recorded narrative and written report of the findings.

Equipment

00415.20 Mainline Inspection Equipment.

Use the following Equipment unless otherwise approved.

(a) Video Camera - Use a digital color video camera with the ability to rotate 360 degrees, tilt to a 90 degree angle to the axis of the pipe and a zoom ratio of at least 40:1. A light source that provides a clear image of the full pipe circumference and all areas of concern. Provide a camera and lighting system capable of operating in 100% humidity conditions.

(b) Transporter - Use an all-wheel drive or track-mounted transporter capable of inspecting pipes ranging in size from 12 to 60 inches and without obstructing the camera view. Use a vertically and horizontally adjustable camera to maintain the camera along the approximate center of the pipe at all times. The transporter will have an adjustable operating speed while recording not to exceed 30 feet per minute.

(c) Recording Device - Provide a device capable of recording video with the pipe identification, a remote meter counter displaying length along the profile in tenths of feet and indicating the camera's position from the starting point. Calibrate the meter counter to be

accurate within 0.5 percent over the length of pipe being inspected. The device must be capable of recording a digital video with a minimum resolution of 720 x 480.

00415.21 Service Line Lateral Inspection Equipment.

Use the following Equipment unless otherwise approved.

- (a) Push Camera - Provide a portable camera system that can be manually inserted into service line laterals. The imaging capabilities and illumination requirements for the push camera system are similar to 00415.20(a). Provide a hand-held push camera on site at all times.
- (b) Lateral Launch Camera - Provide a camera component as part of the mainline video inspection system that can be launched into a service line lateral connection while inspecting mainline. The lateral launch camera is capable of inspecting the length of the lateral from the mainline connection to beyond the edge of the right-of-way. The imaging capabilities and lighting requirements for the lateral launch camera system are similar to 00415.20(a).
- (c) Electronic Location Device - Provide a radio transmitter that can be attached to the video camera system that can be detected from the surface to determine the horizontal and vertical position of the pipes below ground. Provide a locator device on site at all times.

Construction

00415.40 Video Inspection.

- (a) **Notice and Access** - Notify the Engineer a minimum of 48 hours before beginning cleaning or video inspection. Allow the Engineer access at all times, to observe the video monitor and all other operations.
- (b) **Cleaning** - Clean the pipe by removing all debris, sediment, and other accumulated material that would prevent the video camera and laser profiler from moving through the pipe or adversely affect the accuracy of the survey. Remove and dispose of all debris according to 00290.20.

00415.42 Post Installation Video Inspection.

Perform post construction video inspection according to 00415.40 and 00415.41.

Perform post construction deflection testing for all plastic, metal, and aluminum pipe using one of the approved following methods.

Video inspect the pipe interior no sooner than 30 Days after the trench backfill and compaction have been completed. If the Contract duration does not permit a 30-Day waiting period, the Engineer may adjust the duration period.

Finishing and Cleaning Up

00415.70 Video Inspection Recording and Written Inspection Report.

Furnish two copies of all post-construction inspection video and reports within three Calendar Days after completing the inspections. If inspection video or audio recording quality is poor, the Engineer has the right to reject the recording and request new video inspection at no additional cost to the Agency.

- (a) **Inspection Report** - Provide an inspection report that includes each defect, deformity, and joint along with the distance from the inspection starting point. Provide still digital images in the report along with a reference and description of each defect, deformity, and joint.

(b) Deflection Report - Provide an inspection report and include a report generated from the laser profiler software. If a manual inspection was performed according to 00415.41(b), then provide all measurements and calculations.

00415.71 Corrections to Deficiencies in Work

Submit a repair plan to the Engineer for approval of all detrimental pipe deficiencies that are revealed in the recording and written report. Repair all deficiencies within 48 hours after receiving notification. Re-perform the video inspection, submit the new video, and update the written report at no additional cost to the Agency.

Where the pipe deflection is in excess of 5 percent of the nominal diameter submit a remediation plan to the Engineer. The remediation plan must be a stamped Working Drawing according to 00150.35. Replace pipe where the deflection exceeds 7.5 percent of the nominal diameter at no additional cost to Agency.

Measurement

00415.80 Measurement.

No measurement will be made for video pipe inspection.

Payment

415.90 Payment.

Video pipe inspection is considered incidental to the Work and no separate or additional payment will be made.

SECTION 00420 - SALVAGING PIPE

Comply with Section 00420 of the Standard Specifications supplemented and/or modified as follows:

00420.00 Scope.

Salvaging of Pipe is not allowed on this project. All pipe to be removed per the plans and specifications is the property of the Contractor to be disposed of offsite in a legal manner.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications supplemented and/or modified as follows:

Add the following subsection:

00440.01 Terminology.

According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps."

Add the following subsection:

00440.02 Abbreviations and Definitions.

ASTV – Actual Strength Test Value. See 02001.02 for definition.

00440.12 Properties of Commercial Grade Concrete.

Replace the bullet that begins "Compressive strength..." with the following bullet:

- **Compressive Strength** - ASTV minimum of 3,000 psi at 28 days

00440.14(d) Hardened CGC.

Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications modified as follows:

00445.01 Definitions and Descriptive Terms.

Delete the definitions for **Plain** and **Steel**.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications modified as follows:

00470.45 Steps and Ladders.

Replace this entire subsection with the following subsection:

00470.45 Steps.

Do not install steps in manholes, catch basins, and inlets.

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications modified as follows:

00490.10 Materials.

Replace the "Precast Concrete Sections" line with the following line:

Precast Concrete Sections..... 02450

Replace the "Metal Frames, Covers, Grates, and Ladders" line with the following line:

Metal Frames, Covers, Grates, and Steps 02450.30

00490.46(a) Metal Steps and Ladders.

Replace the title of this subsection with "**Metal Steps**"

Replace the paragraph that begins " If existing manholes or similar Structures ..." with the following paragraph:

If existing similar Structures have metal steps, provide new steps in the adjusted Structure, in kind. Construct according to the Standard Drawings.

00490.90 Payment.

Replace the paragraph that begins "Item (f) includes all extra or additional..." With the following:

Item (f) includes all extra or additional costs associated with installing the manholes or catch basins over existing sewers. These costs are in addition to those which are included in payment for the manholes or catch basins.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications modified as follows:

00495.00 Scope

Replace this subsection with the following:

This work consists of resurfacing pipe trenches, including replacement of Pavement.

00495.40 General

Add the following paragraph at the end of this subsection:

Trenches to be resurfaced per section 00495 prior to mill and asphalt inlay or asphalt overlay.

00495.80 Measurement

Replace this subsection with the following:

The quantities of trench resurfacing will be measured on the area basis. The length will be measured horizontally along the centerline of the installed pipe from edge to edge of the surface replaced. The width will be the nominal inside diameter of the pipe plus 3-feet or as otherwise specified.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.43 Maintenance Under Traffic.

Replace this subsection, except for the subsection number and title, with the following:

Traffic will be allowed on the cold planed surface up to 30-Calendar Days after removing the existing surface. Sweep and clean the cold planed surface before opening to traffic.

Before beginning paving operations, make repairs to the existing cold planed surface as directed. Payment for the repairs will be made according to 00195.20.

SECTION 00641 – AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications supplemented and/or modified as follows:

00641.80 Measurement.

Add the following subsection:

(e) Lump Sum Basis – When measurement is by Lump Sum, no measurement of quantities will be made.

00641.90 Payment.

Delete subsections (c) and substitute the following:

Pay Item	Unit of Measurement
(c)____ Aggregate Base	Lump Sum

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.90 Payment.

Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat.

SECTION 00745 - ASPHALT CONCRETE PAVEMENT – STATISTICAL ACCEPTANCE

00745.11(a) Asphalt Cement.

Add the following to the end of this subsection:

Provide PG 64-22 grade asphalt cement for this Project.

00745.80 Measurement.

Replace the first paragraph with the following:

The quantities of ACP will be measured on the weight basis.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications supplemented and/or modified as follows:

Add the following subsection:

00759.22 Smart Level.

Slopes will be verified with the use of a Smart Level Tool in accordance with the Agency accepting the final product requirements.

SECTION 00850 – COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications.

SECTION 00855 – PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications modified as follows:

00855.90 Payment – Add the following pay item:

(k) Bi-Directional Yellow/Red Type I Markers.....Each

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 00865 of the Standard Specifications modified as follows:

00865.90 Payment – Add the following paragraph at the end of this section:

Item (j) includes curb markings.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications modified as follows:

00905.80 Measurement

Remove this subsection and replace with the following:

No measurement of quantities will be made for Remove Existing Sign. Remove and Reinstall existing signs will be measured on the each basis.

Street name signs, neighborhood signs, etc., that are installed on the same posts as a sign indicated to Remove and Reinstall will not be measured and the removal and reinstallation of these signs shall be considered incidental to the work.

00905.90 Payment

Remove and replace pay item (b) with the following:

(b) Remove and Reinstall Existing Signs.....Each

SECTION 00920 – SIGN SUPPORT FOOTINGS

Comply with Section 00920 of the Standard Specifications modified as follows:

00920.80 Measurement

Remove this subsection and replace with the following:

No measurement of quantities will be made for Work performed under this Section.

00920.90 Payment

Remove and replace with the following:

No separate or additional payment will be made for sign support footings and is considered incidental to the work.

SECTION 00930 – METAL SIGN SUPPORTS

Comply with Section 00930 of the Standard Specifications.

00930.80 Measurement

Remove this subsection and replace with the following:

The quantities of removal and reinstallation of existing signs will be measured on the each basis.

00930.90 Payment

Remove and replace pay item (q) with the following:

(q) Perforated Steel Square Tube Anchor Sign Supports.....Each

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

00940.80 Measurement.

Remove this subsection and replace with the following:

The quantities of signs will be measured on the each basis.

00940.90 Payment.

Remove and replace pay item (b) with the following

(b) Signs, Standard Sheeting, Sheet Aluminum.....Each

SECTION 01040 - PLANTING

Comply with Section 01040 of the Standard Specifications modified as follows:

01040.80(f) Mulch.

Replace this subsection, except for the subsection number and title, with the following:

Mulch will be measured based on the surface area per the contract plans for landscape areas. No measurement will be made for Mulch placed as part of surface restoration in areas other than those identified for landscaping.

01040.90(d) Plant Materials.

Replace the paragraph that begins "Partial payments for plant Materials will..." and the partial payment table with the following paragraph and table:

Partial payments for plant Materials will be made as follows:

At the time of the original planting	60%
After the first plant establishment inspection	10%
After the second plant establishment inspection.....	10%
After the third plant establishment inspection	10%
At completion of the establishment period.....	10%

01040.90(f) Mulch.

Replace pay item (a) with the following:

(a) Bark Mulch, 4-inch Depth.....Square Foot

Add the following bullet point to the end of this section:

- Mulch materials required for surface restoration in areas not identified for landscaping.

SECTION 01045 - RAINGARDEN

Section 01045, which is not a Standard Specification, is included for this Project by Special Provision

DESCRIPTION

01045.00 Scope.

This Work consists of excavating and installing the raingarden per the contract documents.

01045.10 Construction.

Excavate for the raingarden per section 00330. Install 1-1/2-inch – ¾-inch Open Graded Round Aggregate per section 00430. Install ¾-inch – No. 4 Aggregate per section 00430. Install Blended Soil per City of Portland Standard Specification Section 01040.14(d)(1).

MEASUREMENT

01045.80 Measurement.

No measurement of quantities will be made for excavation, Aggregate, Blended Soil, Check Dams, Curb Inlet, and Concrete Splash Pad.

PAYMENT

01045.90 Payment.

The accepted quantities of Work performed under this section will be paid for at the Contract lump sum amount for the item "Rain Garden."

Payment includes, but is not limited to, the following:

- Excavation
- Installation of Aggregate
- Installation of Blended Soil
- Check Dams
- Extra for Installation of Curb Inlet
- Concrete Splash Pad

Thickened Curb and Retaining Wall Curb will be paid for according to 00759.

Beehive Inlet and piping will be paid for according to Sections 00445 and 00470.

Planting will be paid for according to section 01040.

SECTION 01150 – FENCES

Comply with Section 01150 of the Standard Specifications supplemented and/or modified as follows:

01050.80 (f) Removing and Rebuilding Fence.

Replace this subsection, except for the subsection number and title, with the following:

Removing and rebuilding existing fence will be measured on the length basis. Measurement will be from center to center of posts, measured along the line and grade of the fence reconstructed.

01050.90 (d) Removing and Rebuilding Fence.

Replace this subsection, except for the subsection number and title, with the following:

Removing and rebuilding fence will be paid for at the Contract unit price, per foot, for the item "Removing and Rebuilding Fence".

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

Payment for new materials necessary for construction of panels of fence is considered incidental to the contract unit price.

SECTION 01070 – MAILBOX SUPPORTS

Comply with Section 01070 of the Standard Specifications.

SECTION 01140 – POTABLE WATER PIPE AND FITTINGS

Comply with Section 01140 of the Standard Specifications supplemented and/or modified as follows:

01140.44 Thrust Restraints.

Replace item (b) with the following:

All water pipe and fittings shall be restrained joint.

01140.51 Hydrostatic Testing.

Hydrostatic testing shall be performed in accordance with Agency water line testing requirements included in the plans and the Oregon State Health Division Administrative Rules (OARs). When requirements conflict, the more stringent requirement shall govern.

01140.52 Disinfecting.

Replace the first paragraph of **(a) General** with the following: Before placing new water mains in service, chlorinate and test new mains and repaired portions of, or extensions to, existing mains according to American Water Works Association (AWWA) C651-14 and all applicable requirements of the Oregon State Health Division Administrative Rules (OARs), and obtain a satisfactory bacteriological report. When requirements of the OARs and AWWA conflict, the more stringent requirement shall govern.

SECTION 01150 – POTABLE WATER VALVES

Comply with Section 01150 of the Standard Specifications modified as follows:

01150.10 Materials.

Add the following:

Pressure Reducing Valve Assemblies..... 02480.75

01150.50 Field Testing.

Replace with the following:

- (a) After installation, operate valves from full open to full closed to make sure valves do not bind during operation. Correct all deficiencies in the operation of the valves. Verify the number of turns from full open to full closed and provide to the Engineer for the Agency's records.
- (b) After the package PRV station has been installed in the field, the PRV station manufacturer shall furnish competent personnel to start up and test the complete package system. An operational test, simulating service conditions, shall be given to check for leaks

in all piping, valves and seals, and all auxiliary equipment. All irregularities shall be corrected to the satisfaction of the Engineer.

- (c) The package PRV station shall be tested after installation. Testing will be conducted by the manufacturer's representative and will consist of simulating flow demand requirements by operating a fire hydrant in the system. Normal sequencing of PRVs shall be simulated.

01150.90 Payment.

Add the following pay item:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(h) Pressure Reducing Valve Assembly.....	Each
(i) Insertion Valve on Existing Main, ____ inch.....	Each
(j) ____ inch Line Stop.....	Each

Add the following paragraph at the end of this subsection:

In items (i) and (j), the size of the main line will be inserted into the blank.

SECTION 01160 – HYDRANTS AND APPURTENANCES

Comply with Section 01160 of the Standard Specifications.

SECTION 01170 - POTABLE WATER SERVICE CONNECTIONS, 2 INCH AND SMALLER

Comply with Section 01170 of the Standard Specifications

SECTION 02450 – MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

02450.00 Scope.

Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for precast manhole sump sections, metal frames, covers, and grates.

02450.30 Metal Frames, Covers, Grates, and Ladders.

Replace this subsection with the following subsection:

02450.30 Metal Frames, Covers, Grates, and Steps.

Comply with the following:

Item	AASHTO (ASTM) Designation	Grade	
Manhole frames and covers		M 105	Class 30 B
Inlet frames and grates		M 227 (A663)	65
		M 270 (A709) (A36)	36
		M 103 (A27)	65 - 35

Steps for manholes shall be steel-reinforced plastic conforming to AASHTO M 199 (ASTM C478) and AASHTO T 280 (ASTM C497). The steel shall be deformed reinforcing bar conforming to AASHTO M 31 (ASTM A615) Grade 60, No. 4 minimum. The plastic material surrounding the reinforcing steel bar shall be injection molded, with a textured, non-slip surface and a minimum thickness over the steel of 1/16 inch. Voids in the plastic will be cause for rejection of the step.

Welding shall conform to AWS D1.1. Frames, covers and grates for use one with another shall have even and uniform bearings. Miscellaneous metal items and hardware shall conform to the appropriate requirements of Section 00560.

SECTION 02480 - POTABLE WATER VALVE MATERIALS

Comply with Section 02480 of the Standard Specifications modified as follows:

02480.75 Pressure Reducing Valve (PRV) Assemblies

- a. Pressure Reducing Valves shall be Cla-Val Model 90-01 or 690-01 as manufactured by Cla-Val Co., or approved equal.
- b. The PRV shall be a hydraulically operated, diaphragm-actuated, globe pattern valve, equipped with a resilient, synthetic rubber disc forming a tight seal against a single removable seat insert.
- c. PRV Diaphragm
 - The diaphragm shall not be used as a seating surface. No packing glands, stuffing boxes, or valves with pistons are permitted.
 - Repairs shall be possible without removing the valve from the pipeline.
 - The diaphragm assembly shall be fully guided at both ends by bearings in the valve cover and seat. The diaphragm assembly shall be the only moving part and shall form a sealed chamber in the upper portion of the valve, separating operating pressure from line pressure.
- (a) The PRV pilot control shall be a direct-acting, adjustable, spring-loaded, normally-open diaphragm valve, designed to permit flow when controlled pressure is less than the spring setting. A fixed orifice shall be included in the control system. Pilot controls shall be bronze (ASTM B62).
- (b) Pressure sustaining features may be required on PRVs as determined by the Engineer.
- (c) The main PRV valve and body shall be of ductile iron construction. The main valve trim shall be stainless steel.
- (d) Pilot systems shall have an adjustment range of 30-300 psi or as directed by the Engineer.
- (e) The PRV shall be furnished with an internal and external 12 mil protective coating which shall conform to NSF 61.

- (f) Valves shall accommodate at least 100 psi greater than the normal upstream working pressure in case of surge. Anti-Cavitation Trim may be required as determined by the Engineer. The normal upstream working pressure is: 110 psi
- (g) The PRV shall be delivered as part of a package-type assembly and shall be a pre-engineered and shop-assembled station. It shall include all necessary valves, piping and controls for a complete and operable system as specified and as shown on the drawings and supplemental drawings.
- (h) The package PRV station shall be delivered to the job site requiring no additional fabrication or similar work, other than placement and connections to supply and discharge pipes necessary for a fully-functional unit.
- (i) Factory assembly of the package station shall include but not be limited to: control valves with isolation valves; inlet and outlet pressure gauges with isolation valves; line strainers with blowdown valves installed; air release valves with isolation valves; ¾-inch hose bib with ball valves and vacuum breaker; aluminum access ladder with safety post; couplings to allow easy valve removal; and all needed appurtenances.
- (j) The factory assembled PRV assembly shall be provided in a two-piece pre-cast reinforced concrete H-20 load-rated utility vault with openings to accommodate all piping and mastic for seam. The vault interior shall be painted with white elastomeric sealant. Vault exterior shall be sealed with black elastomeric sealant to provide a watertight enclosure. The vault shall have provision for 30-inch manhole frame with cover or access hatch as shown on the drawings.
- (k) All 3-inch and larger pipe to be fabricated from schedule 40 steel to AWWA M11 Steel Pipe design Standards. Finished pipe to be sandblasted, epoxy lined and coated with NSF 61 approved epoxy to AWWA C210 specifications. 2-inch and smaller pipe to be stainless steel to comply with lead free requirements.